

CASCADE COUNTY COMMISSION MEETING
November 27, 2018 - 9:30 AM
COURTHOUSE ANNEX - ROOM 111
AGENDA

Agenda Topics:

Call To Order:

Madam Jane Weber

Pledge Of Allegiance:

Please note the Agenda order is tentative and subject to change by the Board without prior notice.

Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.

Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) *Approval of Minutes and Minute Entries: November 7, 2018; November 13, 2018; November 19, 2018*

(B) *Approval Of Routine Contracts As Follows:*

City-County Health Department

Resolution 18-81: Budget Appropriation decreasing the budget for the City-County Health Department DEQ Air Quality Emissions Program. Total Decrease: \$749. (Ref: Contract 18-197)

Contract 18-203: Water & Environmental Technologies (WET) Amendment #1 to Contract 17-101 for the ACM Superfund Cooperative Agreement Contract Purpose: Increase the original amount to complete tasks of initial contract and extend the contract term. Total Increase: \$10,850. Effective: June 13, 2017 - September 30, 2020 (Ref: Contract 17-101 R03642081)

Community Health Care Center

Resolution 18-82: Budget Appropriation increasing funds for the Community Health Care Center HRSA Grant Award #H80CS00566-17-06. Total Amount: \$95,000. (Ref: Contract 18-170 R0362105)

Contract 18-201: HRSA Notice of Award #H80CS00566-17-08 confirmation of the CIS verification, addition of the five (5) delivery sites: Giant Springs Elementary, East Middle School, North Middle School, Great Falls High School and Charles M. Russell High School. Effective: June 1, 2018 - December 31, 2018. Cost: \$0.00

1.	<u>Presentation</u> Update on Belt Water Treatment Plant Project - Autumn Coleman Program Manager, MT DEQ Abandoned Mine Lands Update on Cottonwood #2 Mine (Stockett) Ditches DNRC Grant Wrap-Up - Bill Snoddy, Project Manager, MT DEQ Abandoned Mine Lands	Montana DEQ
2.	Motion to Approve or Disapprove: <u>Contract 18-202:</u> Bid Proposal from Dick Olson Construction for the 80'x100' remodel of the Paddock Club building. Location: Montana ExpoPark Total Cost: \$848,519.	Les Payne <i>Deputy Public Works Director</i>
3.	Motion to Approve or Disapprove: <u>Resolution 18-83:</u> Loan Agreement between Board of Investment (MBOI) and Cascade County for Grandstands at the Montana ExpoPark. Amount of Loan: \$2,000,000. Date of Loan: December 7, 2018. (Ref: Resolution 18-40 R03653610; Resolution 18-41 R0353611)	Mary Embleton <i>Budget Officer</i>
4.	Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
5.	Adjournment.	

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 10/27/2018

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 290440 through #290523 totaling \$1,499,500.19 and EFT's #9101004 through 9101008 totaling \$514,012.15 for an A/P total of \$2,013,512.34 dated 10/30/18 thru 11/02/18.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 11/03/2018

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 290524 through #290667 totaling \$1,131,666.36 and EFT #9101009 through #9101015 totaling \$ 909.86 for an A/P total of \$1,132,576.22 dated 11/5/18 thru 11/09/18.

In addition, payroll checks #93335 through #93428 were issued totaling \$ 57,099.57 and EFT's 5222912 through 5223870 were made totaling \$ 1,040,674.056 for a payroll total of \$ 1,097,774.13 for the month of October 2018.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS

October 31, 2018

BANK BALANCES:

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 5,085,684.25
TOTAL	<u>\$5,085,684.25</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$16,936,206.80
TOTAL	<u>\$16,936,206.80</u>

GRAND TOTAL	<u><u>\$22,021,891.05</u></u>
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OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 13,626.11
SHERIFF'S COMMISSARY	\$ 17,246.96
SHERIFF'S CIVIL	\$ 6,742.50
SHERIFF'S EVIDENCE	\$ 56,282.93
PERS/SRS	\$ 563,220.93
JUSTICE COURT OLD TRUST	\$ 1,358.59
JUSTICE COURT NEW TRUST	\$ 11,502.06
TOTAL	<u>\$ 669,980.08</u>

RECEIPTS:

MOTOR VEHICLE	\$ 1,055,959.41
PROPERTY TAX	\$ 271,353.45
REVENUE RECEIPTS	\$ 2,414,418.25
TOTAL	<u>\$3,741,731.11</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 751,851.47
MONTANA DEPT. OF REVENUE	\$ 81,296.71
CITY OF GREAT FALLS	\$ 179,735.66
GREAT FALLS PUBLIC SCHOOLS	\$ 65,790.61
MISC. REMITTANCES	\$ 11,195.20
TOTAL	<u>\$ 1,089,869.65</u>

November 26, 2018 - December 2, 2018

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Monday, November 26

- 8:30am - 9:30am Phone call with Sue Wilkins, Missoula ADC - Jane
- 9:30am - 10:30am C4MentalHealth Finance Mtg - Jane (C4MH) - Weber, Jane ☺
- 10:30am - 12:30pm Center for Mental Health Meeting - Jane (C4MH) - Weber, Jane ☺
- 12:00pm - 1:30pm Dandelion Foundation Speaker - Jane (Heritage Hall, MSU GF) - Weber, Jane
- 2:00pm - 3:00pm Copy: ExpoPark Updates with Susan Shannon - All (Commission Chambers) - Fogerty, Bonnie
- 3:00pm - 4:00pm BO/Grant Updates with Mary Embleton - All (Commission Chambers) - Fogerty, Bonnie ☺
- 4:00pm - 5:30pm NHA Board Meeting - Jane (Civic Center) - Weber, Jane ☺

Tuesday, November 27

- 9:30am - 10:30am Commission Meeting - All (Commission Chambers) - Fogerty, Bonnie ☺
- 1:00pm - 3:00pm Visit Great Falls DRAFT Montana ExpoPark Improvement Plans (Holiday Inn) - Baker, Kyler
- 3:30pm - 4:30pm DUI Taskforce - Jim (Great Falls Pre-Release Services, Inc. - Great Room) - Maunu, Scott ☺
- 4:30pm - 5:30pm Library Board Meeting - Jane (GF Library) - Weber, Jane ☺

Wednesday, November 28

- 7:00am - 9:00am Chamber of Commerce board of Directors meeting - Joe (Chamber office) - Briggs, Joe ☺
- 9:00am - 12:00pm Expo Park Retreat - ALL Commissioners (Atrium at Exp Park) - Weber, Jane
- 11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe ☺
- 12:00pm - 1:30pm Gateway Board of Directors Meeting - Jane (Gateway Office) - Fogerty, Bonnie ☺
- 12:30pm - 1:30pm ExpoPark Advisory Board Meeting (ExpoPark Paddock Club) - Fogerty, Bonnie ☺
- 2:00pm - 3:00pm CHCC Updates with Trista Besich - All (Commission Chambers) - Fogerty, Bonnie ☺
- 3:00pm - 4:00pm Meeting with James Parker Shield - All (Commission Chambers) - Fogerty, Bonnie

Thursday, November 29

- 8:00am - 5:00pm Copy: SWIB Meeting (Montana State Capitol, Room 317) - Lewis, Shannon

Friday, November 30

Saturday, December 1

Sunday, December 2

December 3, 2018 - December 9, 2018

December 2018							January 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Monday, December 3

- 7:00am MACo Board of Directors meeting - Joe (MACO - Helena) →
- 9:00am - 10:00am 2018 Staff Meeting - All (Commission Chambers) - Fogerty, Bonnie ☺
- 10:00am - 12:00pm TENTATIVE SWIB Conference Call - Jane (Jane's Office) - Baker, Kyler
- 12:00pm - 1:00pm Conference Call with Ellen Sievert - Jane (Tax Appeal Room #116) - Fogerty, Bonnie
- 3:00pm - 5:00pm Cascade County Mental Health Local Advisory Council Meeting - JANE (C4MH) - Weber, Jane ☺
- 3:00pm - 5:00pm MTDA Executive Committee Meeting - Joe (Chamber Video Conference Room) - Briggs, Joe ☺

Tuesday, December 4

- ← 10:00am MACo Board of Directors meeting - Joe (MACO - Helena) - Briggs, Joe
- 8:00am - 9:00am Radio - STARadio - Jane (STARadio studio) - Weber, Jane ☺
- 10:00am - 11:00am IT Updates - All (Commissioner Weber's Office) - Fogerty, Bonnie ☺
- 11:00am - 1:00pm MAC Executive Committee - Joe (Chamber) - Briggs, Joe ☺
- 1:00pm - 5:00pm TENTATIVE SWIB Conference Call - Jane (Jane's Office) - Baker, Kyler

Wednesday, December 5

- 7:00am - 8:30am Central MT Radio - Jane (Rainbow Hotel) ☺
- 9:15am - 10:30am OOO - Jane (Doctor's Appt) - Weber, Jane
- 11:30am - 1:30pm Board of Health Meeting - Jane (CCHD) - Weber, Jane ☺
- 11:45am - 1:45pm Optimist Club of GF - Weekly appointment for Joe (Holiday Inn) - Briggs, Joe ☺
- 2:00pm - 3:00pm Work Session - All (Commission Chambers) - Fogerty, Bonnie ☺
- 3:00pm - 4:30pm TAG Meeting - Jane (Black Eagle Community Center) - Weber, Jane ☺
- 6:00pm - 9:30pm Cascade County Tavern Association Annual Charity Dinner - All (Heritage Inn) - Fogerty, Bonnie

Thursday, December 6

- 12:00am NACO Board of Directors meeting - Joe (San Diego) - Briggs, Joe →
- Annual Meeting of The Missouri Madison River Fund - Jane (Butte - Tentative) - Warren, Frank A.
- 8:00am - 10:00am GFDA Board Meeting - Jane (Heritage Hall) - Weber, Jane ☺
- 8:00am - 10:00am GFDA Board Meeting - Joe (GF College - Heriatge Hall) - Briggs, Joe ☺
- 11:30am - 5:00pm Attorney General's Public Safety Advisory Council Meeting - Joe (Capitol Rm 472) - Briggs, Joe ☺
- 1:00pm - 2:00pm NACO T&T Conference Call - Joe (Joe's Office) ☺

Friday, December 7

- ← NACO Board of Directors meeting - Joe (San Diego) - Briggs, Joe →
- 9:00am - 12:00pm TENTATIVE SWIB Conference Call - Jane (Jane's Office) - Baker, Kyler

Saturday, December 8

- ← NACO Board of Directors meeting - Joe (San Diego) - Briggs, Joe →
- 8:00am - 5:00pm Fire Training - at the FSTS (FSTS)

Sunday, December 9

- ← 12:00am NACO Board of Directors meeting - Joe (San Diego) - Briggs, Joe

November 7, 2018 – 1:00 p.m.
Cascade County Courthouse Annex
Paddock Club Bid Opening

COMMISSION JOURNAL #58

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Brian Clifton, Les Payne, and Kyler Baker

Public Present: Trenton Peane, Sletten Construction – Melan Strain, Dick Olson Construction, Joe Artis and Andreas Geranios – Geranios Enterprises, Dale Nelson – Nelson Architects, Dale Mayernik – Detailed Construction

At 1:00 p.m., Brian Clifton-Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for the remodel of the Paddock Club at Montana ExpoPark.

Advertisement for bids were published in the Great Falls Tribune on October 21st, October 28th, 2018 and was also available on the Cascade County Website. Hard copies were available at the Public Works Department and the Planning Division of the Public Works Department.

(Exhibit A)

Brian Clifton announced that Cascade County received four (4) bids.

Bids were provided by Detailed Construction of Stockett, Montana, Geranios Enterprises LLC, Sletten Construction Company, and Dick Olson Construction INC., of Great Falls, Montana.

Bid Packet from Detailed Construction Company of Stockett, MT:

Bid Form, Bid Bond – ALL COMPLETE (Exhibit B)	\$1,179,000.00
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Bid Packet from Geranios Construction Company of Great Falls, MT:

Bid Form, Bid Bond – ALL COMPLETE (Exhibit C)	\$1,538,555.00
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Bid Packet from Sletten Construction Company of Great Falls, MT:

Bid Form, Bid Bond – ALL COMPLETE (Exhibit D)	\$1,103,000.00
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Bid Packet from Dick Olson Construction Inc. of Great Falls, MT:

Bid Form, Bid Bond – ALL COMPLETE (Exhibit E)	\$848,519.00
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Brian Clifton stated that staff will take all bids under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:05 p.m.

DRAFT

CASCADE COUNTY WORK SESSION MINUTES

COMMISSION CHAMBERS COURTHOUSE ANNEX

November 7, 2018 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 27, 2018.

COMMISSION MINUTES JOURNAL # 58

Board of Cascade County Commissioners: Madam Chair Jane Weber, Commissioner Joe Briggs, Commissioner Jim Larson.

Staff Present: Carey Ann Haight – Deputy County Attorney, Brian Clifton – Public Works Director, Katrin Finch – MSU Extension, Jamie Bayley – Treasurer, Charity Yonker – Deputy County Attorney, Sandor Hopkins and Anna Ehnes – Planning Department, Mary Embleton – Budget Officer, Sandy Johnson – Sanitarian, Trista Besich – CHCC, Bonnie Fogerty – Commission Office, Kyler Baker – Clerk and Recorder's Office

Public Members Present: Bill Zucconi, Michael Taylor, Shelly Mackerstadt

Madam Chair Weber opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Board Appointments:

Fire Fee Service Area:

1) Simms

Applicants: Curtis Patterson, Janet Lee Patterson

Terms: 5/31/2021 & two (2) open terms

2) Sand Coulee

Applicants: Luke Holzheimer, Karla McCale, Christy Opheim

Terms: 5/31/2020, 5/31/2020, 5/31/2021

00:25

Commission

Contract 18-195: Modification to the three (3) year renewal of the Foster Grandparent Program between Cascade County and the Corporation for National and Community Service (CNCS) revises the budget and number of grandparents to follow the requirements requested by CNCS. Effective: July 1, 2018 – June 20, 2021 Cost: \$200,951 (Local match \$30,702) (Ref: Contract #18-124)

03:35

Aging

Contract 18-196: Modification to Purchased Services Agreement 16221000008 between Cascade County and MTDHHS for the provision of annual budget to conduct Older Americans Services in Cascade County. Cost: Cascade County: \$642,525 DPHHS: \$1,011,850 Total Amount: \$1,654,375. Effective: July 1, 2018 – June 30, 2019. (Ref: Contracts #15-138, #16-114, #17-117)

04:34

Aging

Resolution 18-80: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement between Cascade County and MSU Cascade County Extension. Effective: October 1, 2018 – September 30, 2019 Cost: \$0.00 (Ref: Contract #17-72 R0341847)

06:11

Extension

Contract 18-199: Assignment of Contract for Gravel Purchase and Property Access.

07:41

Commission

CITY COUNTY HEALTH DEPARTMENT

Contract 18-192: Extends the budget and project periods to enable Cascade County to continue the development of institutional controls at the ACM Smelter and Refinery Superfund Site. Effective: July 15, 2016 – September 30, 2020 Federal Funding Not to Exceed: \$98,445.00

08:24

CCHD

CASCADE COUNTY WORK SESSION MINUTES
COMMISSION CHAMBERS COURTHOUSE ANNEX
November 7, 2018 – 2:00 P.M.

Contract 18-193: Describes the services to be performed by WIC Provider (Flathead County) to WIC Recipient (Cascade County) Effective: October 1, 2018 – September 30, 2019 Cost: \$13,480.00 10:37	CCHD
Contract 18-197: Department of Environmental Quality (DEQ) Contract No. 519003 Purpose: To provide services related to air quality compliance activities in Cascade County. Effective: July 1, 2018 – June 30, 2019 Total Funding: \$1,750 14:01	CCHD

AGENDA ITEM #1

Wedsworth Library Board of Trustees Appointment – One (1) Trustee Vacancy: Term Expiration 6/30/2023
Applicants: Mary Mortag, Sharon Britton, Felicia O'Brien 16:24

AGENDA ITEM #2

Contract 18-198: Opening of Grass Land School in School District #5, Centerville 16:35

AGENDA ITEM #3

Preliminary Plat of Moe Minor Subdivision

Initiated By: Barbara Moe (landowner), Kristi Holmlund acting as personal representative 21:49

AGENDA ITEM #4

PUBLIC HEARING

Preliminary Plat of River Bend Estates Major Subdivision

Initiated by Rick and Judy Higgins Enterprises LTD 24:49

AGENDA ITEM #5

Contract 18-194: Agreement between Cascade County and Planned Parenthood of Montana to provide medical services, mental health care, and chemical dependency program services. Effective: July 1, 2018 – June 20, 2019
Cost: \$962,718.48

New Added Consent Agenda Item: Trista Besich from CHCC provided the Commission with a resolution to disburse funds to the Community Health Care Center, Inc. Total Amount: \$200,000. 33:01-34:43
Commissioner's agree to have this late item moved onto an agenda item for November 13, 2018 Commission Meeting.

Public Comments: None

Adjournment: Madam Chair Weber closed the work session meeting at 2:38 p.m.

CASCADE COUNTY COMMISSION MEETING
November 13, 2018
COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111
9:30 A.M.

Commission
Journal #58

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on November 27, 2018.

Commission: Madam Chair Jane Weber - excused, Commissioner Joe Briggs and Commissioner Jim Larson

Staff: Anna Ehnes and Sandor Hopkins – Planners, Patty Boyle – Deputy Treasurer, Carey Ann Haight – Deputy County Attorney, Dan O’Fallon – Commander, Ty Hedalin – CHCC, Mary Embleton – Budget Officer, Katrin Finch – MSU Extension Office, Trista Besich – CHCC CEO, Bonnie Fogerty – Commission Office, and Kyler Baker – Clerk and Recorder’s Office

Public: Rick and Judy Higgins, Jason Crawford, Steve Erwin, Kris Holmlund, Kevin May, Branch Brady, Bill Zucconi.

Call to Order: Acting Chair Larson called the meeting to order.

Reading of the Commissioners’ calendar: Bonnie Fogerty read the calendar. **01:20**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Briggs moved to accept purchase orders and accounts payable warrants **2:43**

Motion carries 2-0 2:50

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Briggs made a **MOTION** to (A) Approve minute entries (October 23, 2018; November 7, 2018), (B)

Approval of Routine Contracts as Follows: **03:21**

Consent Agenda

Contract 18-195: Corporation for National & Community Service Notice of Grant Award, Agreement #18SFPMT003, Amendment #1 for the Foster Grandparent Program. Purpose: Three (3) year renewal revising the budget and number of grandparents to follow the requirements requested by CNCS. Effective: July 1, 2018 – June 30, 2019.

Total Grant Award: \$200,951 (County Match: \$30,702) (Ref: #18-124, R0358098) **03:31**

Contract 18-196: MT DPHHS Amendment to Purchase of Service Contract No. 16221000008, SFY 2018 Final Budget Modification Area VIII Agency on Aging for Older American Services in Cascade County. Effective: July 1, 2018 – June 30, 2019

Total Amount: \$1,654,375 (DPHHS: \$1,011,850/Cascade County: \$642,525)

(Ref: Contract #15-138, R0312242, 16-114, R0325889, 17-117, R0344790) **03:45**

Contract 18-199: Assignment of Contract for Gravel Purchase and Property Access – Kenneth G. Johnson Estate (Ref: R0260905) **04:28**

Contract 18-200: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement between Cascade County and MSU Cascade County Extension. Effective October 1, 2018 – September 30, 2019. Cost: \$0.00 (Ref: Contract #17-72 R0341847) **05:45**

City-County Health Department

Contract 18-192: US Environmental Protection Agency (EPA) Assistance Amendment, Grant #V-96844101-2. Extends the budget and project periods to enable Cascade County to continue the development of institutional controls at the ACM Smelter and Refinery Superfund Site. Effective: July 15, 2016 – September 30, 2020 Federal Funding not to exceed: \$98,445. (Ref: Contract #17-115, R0342738) **05:56**

Contract 18-193: WIC Dietician Provider Agreement between Flathead City-County Health Department and Cascade County. Flathead CCHD shall provide WIC State Plan services to Cascade County WIC. Effective: October 1, 2018 – September 30, 2019 Total Cost: \$13,480 **06:23**

Contract 18-197: Department of Environmental Quality (DEQ) Contract No. 519003 Purpose: To provide services related to air quality compliance activities in Cascade County. Effective: July 1, 2018 – June 30, 2019. Total Funding: \$1,750. **07:05**

Motion carries 2-0 08:32

AGENDA ITEM #1

Board Appointment for Wedsworth Memorial Library:

1 (one) Vacancy

Applicants: Sharon Britton, Mary Mortag and Felicia O'Brien

Term Expiration: 06/30/2023 **08:45**

Commissioner Briggs made a comment about the applicants. **10:16**

Acting Chair Larson also makes a comment about the quality of all three applicants. **11:13**

Commissioner Briggs made a **MOTION** to nominate Mary Mortag to the Wedsworth Memorial Library Board of Trustees. **10:11**

Motion carries: 2-0 11:28

AGENDA ITEM #2

Motion to Approve or Disapprove: Contract 18-198: Opening of Grass Land School in School District #5, Centerville, MT139 **12:04**

Patty Boyle, Deputy Treasurer elaborates. **12:25**

Commissioner Briggs made a **MOTION** to accept Contract 18-198: Opening of Grass Land School in School District #5, Centerville, MT139. **14:07**

Motion carries 2-0 14:25

AGENDA ITEM #3

Motion to Approve or Disapprove: Preliminary Plat of Moe Minor Subdivision.

Location: Section 35, T20N, Range 3E, P.M.M. Cascade County, MT **14:44**

Anna Ehnes, Planner, elaborates. **15:09 – 18:48**

Call to Applicant: Acting Chair Larson called for the applicant to speak. Kevin May, 1324 13th Ave SW, spoke on behalf of the applicant. **20:11**

Commissioner Briggs made a **MOTION** to approve the Preliminary Plat of the Moe Minor Subdivision be approved subject to the nine following conditions. **21:38**

Motion carries 2-0 21:43

AGENDA ITEM #4

Public Hearing:

Motion to Approve or Disapprove: Preliminary Plat of River Bend Estates Major Subdivision. Location: In W 1/2, Section 34, Township 20N, Range 3E, P.M.M. Cascade County, MT. Initiated by Rick and Judy Higgins, Higgins Enterprises LTD **22:18**

Recess Commission Meeting:

Acting Chair Larson recessed the Commission Meeting at 9:53 a.m.

Public Hearing:

Acting Chair Larson opened the public hearing at 9:53 a.m.

Reading of Public Hearing:

The reading of the public notice was waived without objections and made part of the public record (see Exhibit "A"). **22:54**

Staff Presentation:

Sandor Hopkins, Planner, elaborates. **23:42 – 30:04**

Call to Applicant:

Acting Chair Larson called for the applicant to speak. Jason Crawford of Helena, MT, spoke on behalf of the applicants. **30:23**

Acting Chair Larson asked Jason Crawford about how many gallons the tank for the fire suppression system holds. **31:45**

Rick Higgins on Ulm, Montana, the applicant, spoke. **36:04**

Call for Proponents:

Acting Chair Larson called for proponents, three times with no response. **36:34**

Call for Opponents:

Acting Chair Larson called for opponents, three times with no response. **36:52**

Informational Witnesses:

Acting Chair Larson called for informational witnesses, three times with no response. **37:11**

Call for Written Testimony:

Acting Chair Larson called for written testimony and no written testimony was presented. **37:36**

Close to Public Hearing:

Acting Chair Larson closed the public hearing at 10:08 a.m.

Reopen the Commission Meeting:

Acting Chair Larson reopened the Commission Meeting at 10:08 a.m.

Discussion:

None

Motion:

Commissioner Briggs made a **MOTION** to approve River Bend Estates Major Subdivision subject to the following nineteen (19) conditions: **38:00**

Public Comment:

Acting Chair Larson called for public comment; no comments were made.

Motion carries 2-0 49:31

AGENDA ITEM #5

Motion to Approve or Disapprove: Contract 18-194: Agreement between Cascade County and Planned Parenthood of Montana to provide medical services, mental health care, and chemical dependency program services for the Cascade County Adult Detention Center. Effective: July 1, 2018 – June 30, 2019. Cost: \$962,718.48 (*1st year of a 5 year renewal*) **38:38**

Carey Ann Haight elaborates on contract 18-194. **39:38**
Commander Dan O'Fallon adds stating that staff are impressed with the services provided by Planned Parenthood. **42:22**
Commissioner Briggs made a **MOTION** to approve and sign Contract 18-194.
Commissioner Briggs comments that approval is based upon the staff recommendations. **43:05**
Acting Chair Larson comments that he mirrors the comments of Commissioner Briggs. **43:18**
Acting Chair Larson called for public comment; no comments were made. **43:20**
Motion carries 2-0 43:44

AGENDA ITEM #6

Motion to Approve or Disapprove: Resolution 18-80: A resolution to disburse funds to the Community Health Care Center, Inc. Total Amount: \$200,000 **44:06**
Trista Besich, Community Health Care Center CEO, elaborates. **44:22**
Commissioner Briggs made a **MOTION** to approve Resolution 18-80: A resolution to disburse funds to the Community Health Care Center, Inc. in the amount of \$200,000. **45:21**
Motion carries 2-0 45:31

AGENDA ITEM #7

Board Appointment for Sand Coulee Fire Fee Service Area Board:

3 (three) Vacancies

Applicants: Luke Holzheimer, Karla McCale, Christy Opheim

Term Expiration(s): 05/31/2020 (2) 05/31/2021 (1) **46:09**

Bonnie Fogerty elaborates. **46:29**

Commissioner Briggs made a **MOTION** to nominate Karla McCale with expiration date of 5/31/2021, and Luke Holzheimer as well as Christy Opheim with expiration dates of 5/31/2020. **48:03**

Simms Fire Fee Service Area Board:

3 (three) Vacancies

Applicants: Curtis Patterson and Janet Lee Patterson

Term Expiration(s): 05/31/2020 (2) 05/31/2021 (fill term remainder)

Commissioner Briggs made a **MOTION** to nominate Curtis Patterson and Janet Lee Patterson with expiration date of 5/31/2020 and leave one open term. **48:42**

Motion carries: 2-0 50:10

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

NO PUBLIC COMMENT

Adjournment: Acting Chair Larson adjourned this Commission Meeting at **10:21 a.m.**

2018 FEDERAL PRIMARY ELECTION CANVASS

November 19, 2018

COMMISSION CHAMBERS

COURTHOUSE ANNEX, ROOM 111

8:00 a.m.

**COMMISSION
MINUTES
JOURNAL # 58**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 27, 2018.

PRESENT:

Faye McWilliams – Clerk of Court, Commissioner Joe Briggs, Commissioner James Larson, Clerk and Recorder – Rina Fontana Moore, Elections Supervisor – Lynn DeRoche, Clerk and Recorder Deputy – Kyler Baker

Public: None

CALL TO ORDER: The meeting was called to order at 8:00 a.m.

2018 Federal Midterm Election:

Lynn Deroche presented the final tabulations of votes (see Certification of Election **R0363762**). She announced that this election had 34,297 total votes cast; which is **81%** of all voters. **00:27**

The Board of Canvassers certified the 2018 Federal Midterm Election see document **R0363762**.

ADJOURNMENT: The meeting was adjourned at 8:15 a.m.

November 27, 2018

Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Remodel of the Paddock Club building located at the Montana ExpoPark.

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #18-202

PRESENTED BY: Les Payne, Public Works Deputy Director

SYNOPSIS:

The Cascade County Public Works Department went out to public bid for the remodel of the 80'x100' Paddock Club building at the Montana ExpoPark, located at 400 3rd Street NW, Great Falls, MT 59404. Bid packet availability was published in the Great Falls Tribune on October 21 and October 28 of 2018 and posted on the Cascade County web site. Hard copies and questions regarding this project were available at Nelson Architects, 621 2nd Ave North, Great Falls MT 59401. Sealed bids were due on Wednesday November 7, 2018 at 1:00 pm in the Cascade County Commissioners Office. Bids were then publicly opened and read aloud. Bids were provided by Detailed Construction, with a bid of \$1,179,000.00, Geranios Enterprises, with a bid of \$1,538,555.00, Sletten Construction, with a bid of \$1,103,000.00, and Dick Olson Construction, with a bid of \$848,519.00.

RECOMMENDATION:

Cascade County Staff, after reviewing bid proposals for the 80'x100' remodel of the Paddock Club building located at the Montana ExpoPark, recommends awarding the contract to Dick Olson Construction of Great Falls, MT for the total cost to Cascade County of \$848,519.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract #18-202 bid proposal from Dick Olson Construction for the 80'x100' remodel of the Paddock Club building located at the Montana ExpoPark for a total cost of \$848,519.00 and instruct staff to complete the contract process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission not **DISAPPROVE** Contract #18-202 bid proposal from Dick Olson Construction for the 80'x100' remodel of the Paddock Club building located at the Montana ExpoPark for a total cost of \$848,519.00 and instruct staff to complete the contract process."

MT ExpoPark Paddock Club Remodel Bid Tabulations 11/7/2018

Firm	Bid Submitted	Bid Bond (10%)	Completed Bid Form	Project Bid Price
Dick Olson Construction Inc	Yes	Yes	Yes	\$ 848,519.00
Detailed Construction	Yes	Yes	Yes	\$ 1,179,000.00
Geranios Enterprises	Yes	Yes	Yes	\$ 1,538,555.00
Sletten Construction	Yes	Yes	Yes	\$ 1,103,000.00



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dick Olson Construction, Inc.
P.O. Box 6565
Great Falls, MT 59406

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106

OWNER:

(Name, legal status and address)

Cascade County
121 4th Street North, Suite 2H/1
Great Falls, MT 59401

BOND AMOUNT: \$ Ten Percent of the Total Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)

Remodel of the 80' x 100' Paddock Club Building, Montana Expo Park, 400 3rd Street NW, Great Falls,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

Init.

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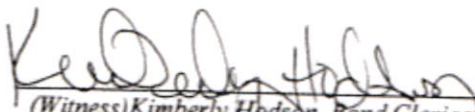
User Notes:

(389ADA3A)

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of November, 2018


(Witness)


(Witness) Kimberly Hodson, Bond Clerical

Dick Olson Construction, Inc.
(Contractor as Principal) (Seal)

Y.P.
(Title)

Westchester Fire Insurance Company
(Surety) (Seal)


(Title) John D. Leaf, Attorney-In-Fact

Init.

BID PROPOSAL FOR GENERAL CONSTRUCTION
CASCADE COUNTY PADDOCK CLUB REMODEL
GREAT FALLS, MT

Bid Date: November 7, 2018

As the Undersigned, I have familiarized myself with the conditions of the Work and Contract Documents prepared by Nelson Architects, Great Falls, Montana, and agreed to furnish all labor, material, equipment and services necessary to complete the Cascade County Paddock Club remodel, Great Falls, MT in accordance with the Contract Documents, including all addenda.

I have received the Project Manual and Drawings, the latter consisting of 29 total sheets.

I have received Addenda Nos. 1 & 2 and have included their provisions in my Bid, agreeing to:

1. Hold my bid open for ninety (90) days after opening of Bid. I am providing a bid bond in the amount of one hundred (10%) of my bid.
2. Accept the provisions of the Instructions to Bidders regarding disposition of my Bid Security, attached hereto.
3. Enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish required Performance Bond, Labor-Material Payment Bond, and Insurance in specified amounts.
4. Accomplish the Work in accordance with the Contract Documents.

BASE BID

I agree to complete all Work for the Basic Bid lump sum of

Eight Hundred Forty Eight Thousand Five Hundred Nineteen Dollars
(\$ 848,519.00).

Date: November 7, 2018.

Firm Name: Dick Olson

By: 

Construction Inc.
State of Montana

Dan Johnstone VP

Business Address: _____

License No. 1421

1124 24th Street SW

Great Falls, MT 59405

Witness: Smolan C Strain

Smolan C Strain

**Power of
Attorney**

WESTCHESTER FIRE INSURANCE COMPANY

Now all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Alyssa Reams, Billy J Bolt, Brooke A Garneiss, Chris Jermanson, Chrystal R Johnson, Dawn M Martin, Diane R Irwin, Gary Priladchuk, James M Roe, Janice L Wilhelm, John D Leal, Jon Tierney, Kaye U Muzzina, Kimberly Hodson, Kristin A Picconi, Marshall R Habel, Michael E Depner, Michelle L Schromeham, Robert C Pfennigs all of the City of GREAT FALLS, Montana, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS & ZERO CENTS (\$1,250,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of January 2018



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

On this 22 day of January, 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2ND day of NOVEMBER, 2018



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JANUARY 22, 2020.

DocuSign® 04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Public Works Department will receive project bids for the remodel of the 80'x'100' Paddock Club building. The project will be finished no later than March 29, 2019. The Paddock Club remodel is at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404. Specifications for the project may be obtained by contacting Dale Nelson, Senior Managing Partner, Nelson Architects, 621 2nd Ave N, Great Falls, MT 59401, (406) 727-3286. The bid package is available at the following website: <http://www.cascadecountymt.gov/index.php>. Under the Bids, RFPs & RFQs tab <http://www.cascadecountymt.gov/bids>.

Bids will be accepted, opened, and read aloud on the 7th day of November 2018 at 1:00 p.m. in the Commission Chambers, Courthouse Annex room 105, 325 2nd Ave North, Great Falls, MT 59401. A mandatory pre-bid conference will be held on Thursday October 25, 2018 at 1:15 p.m. at the Cascade County Planning Division office, Executive Plaza Building, 121 4th Street N, Suite 2H/I, Great Falls, MT 59401. Any bid submissions received from bidders who are not represented at the mandatory pre-bid conference will not be accepted.

Pursuant to Section 18-1-201, each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract and provide the required performance security within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of sixty (60) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest, best value, most responsible bidder, and deemed to be in the best interest of Cascade County.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Cascade County reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 19th day of October 2018.

BRIAN K. CLIFTON

Brian K. Clifton, Director

Cascade County Public Works Department

Publish 10/21/18, 10/28/18

INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Public Works Department will receive project bids for the remodel of the 80'x'100' Paddock Club building. The project will be finished no later than March 29, 2019. The Paddock Club remodel is at Montana ExpoPark located at 400 3rd Street NW, Great Falls, MT 59404. Specifications for the project may be obtained by contacting Dale Nelson, Senior Managing Partner, Nelson Architects, 621 2nd Ave N, Great Falls, MT 59401, (406) 727-3286. The bid package is available at the following website: <http://www.cascadecountymt.gov/index.php>. Under the Bids, RFPs & RFQs tab <http://www.cascadecountymt.gov/bids>.

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The Cascade County reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 19th day of October 2018.

BRIAN K. CLIFTON
Brian K. Clifton, Director
Cascade County Public Works
Department

(3215721) 10/21, 10/28.

MNAXLP

INVITATION TO BIDDERS

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The Cascade County reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 19th day of October 2018.

November 27, 2018

Agenda #3

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: MBOI Intercap Loan Program
Project: Grandstands Replacement

INITIATED AND PRESENTED BY: Mary K. Embleton, Budget Officer

ACTION REQUESTED: Approval of Resolution #18-83

BACKGROUND:

The purpose of this resolution is to accept the loan terms and conditions for a \$2,000,000 Intercap Loan from the Montana Board of Investments for partial financing of the replacement of the Grandstands at Montana Expo Park. The County Commission authorized the preparation and submittal of the loan application in April of 2018. The MBOI Loan Committee approved the \$2,000,000 loan on May 22, 2018.

The MBOI Intercap Loan Program is an excellent resource for local governments to obtain loans for various projects. The current variable interest rate is 3.15% and the term of the loan is 10 years. The MBOI updates the interest rate annually in March. Interest rates have been as low as 1% in 2014 to as high as 4.25% in 2009.

Cascade County is ready to request the first draw on the loan in the amount of \$1,386,088 for costs incurred to replace the Grandstands. This action requires the loan documents to be fully executed prior to drawing down funds for the project.

The resolution would authorize the Commission to enter into a loan agreement with the MBOI, execute a promissory note, and grant a security interest using the General Fund's statutory authority to incur debt without a vote of the electors.

RECOMMENDATION: Approval of Resolution #18-83.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission **APPROVE** Resolution #18-83 authorizing Cascade County's participation in the Intercap Loan Program through the Montana Board of Investments to include the execution of all required loan documents.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission **DISAPPROVE** Resolution #18-83 authorizing Cascade County's participation in the Intercap Loan Program through the Montana Board of Investments to include the execution of all required loan documents.

MONTANA BOARD OF INVESTMENTS

Department of Commerce

Street Address:
401 Colonial Drive, 3rd Floor
Helena, MT 59601

Mailing Address:
P.O. Box 200126
Helena, MT 59620-0126



Phone: 406/444-0001
Facsimile: 406/449-6579
Website: www.investmentmt.com

Cascade County Commissioners
RECEIVED

NOV 07 2018

November 5, 2018

Mary K. Embleton, Budget Officer/Grants Coordinator
Cascade County
325 2nd Avenue North
Great Falls, MT 59401

Dear Ms. Embleton:

Enclosed are the loan closing documents for Cascade County to enter into a \$2,000,000.00 loan on December 7, 2018. We will wire \$1,386,088.00 to US Bank on that date. **Please have the enclosed documents signed and return the original set of documents to the Board of Investments' office by Tuesday, December 4, 2018.** Please keep the second set stamped "Copy" for your files.

The enclosed checklist should satisfactorily explain how you should complete the documents and what other specific steps the county must take before closing.

Included in this closing packet are Disbursement Request Forms and instructions for requesting additional draws.

Please don't hesitate to call if you have any questions.

Sincerely,


Pam Nelson
Bond Program Officer

PN/sm

Enclosure



STATE OF MONTANA BOARD OF INVESTMENTS

Loan Closing Instructions

Attached are two sets of the INTERCAP loan closing documents which should be properly executed (signed) by the Authorized Representatives of the Borrower. The original set of documents should be returned to the Board of Investments (the "Board"); please keep the set stamped "Copy" for your files. Please send to:

Board of Investments
Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126
(406) 444-0001

Cascade County Commissioners
RECEIVED

NOV 07 2018

LOAN CLOSING DOCUMENTS:

1. Resolution Authorizing Participation in the INTERCAP Program - The Borrower's governing board will have to authorize the INTERCAP loan. A Resolution is enclosed for your use. An Authorized Representative should sign and certify the Resolution.
2. Loan Agreement - Check all numbers on the face of the Loan Agreement to be sure that you are in agreement. Have an Authorized Representative enter into this loan agreement and sign it where indicated.
3. Description of the Project/Summary of Disbursements - Examine the information and numbers on this document. This is an informational record that will keep a running total of how much has been expended on the Project.
4. Borrower's Draw Certificate - This document shows the specific funding amounts for the cash advancement and funding instructions. The certificate has been completed by the BOI; however, it should be carefully reviewed for accuracy and signed by an Authorized Representative.
5. Promissory Note - Be sure that this document is signed by an Authorized Representative. Examine the schedule which shows the principal payments for the life of the loan and interest payments to the next interest adjustment date.
6. Opinion of Counsel - Your governing body's general counsel must review the entire transaction and provide the BOI with an opinion substantially in this format **on its letterhead and dated as of the day of the closing**. The opinion calls for several representations and also that the Borrower has perfected a security interest for the benefit of the BOI for equipment and vehicles, if applicable.
7. Certificate of Appropriations (if applicable) - This certificate must be executed and returned to our office. A new Certificate of Appropriations must be executed and returned to our office by August 15 of each year the loan is outstanding. The Trustee will remind you in July of its submission requirement.
8. Disbursement Request Form When requesting additional funds, a Disbursement Request Form must be completed and signed by an Authorized Representative with invoice(s) attached. **If your request is received by Tuesday, the disbursement will be made that Friday.** Otherwise, the disbursement will be made the following Friday. There may be instances when additional documents may be necessary in addition to a Disbursement Request Form. For example, if your INTERCAP application included two different projects (e.g. real property and equipment) and your initial draw was for real property (which didn't require a Security Agreement), when additional funds are requested for the equipment, a Security Agreement and an Opinion of Counsel reflecting a first lien on the equipment will be needed. More time may be needed if additional documents are required and we will contact you with specific requirements.

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. _____

Issuer: Cascade County

Kind, date, time and place of meeting: A _____ meeting held on _____ at _____ o'clock ____m. in _____, Montana.

Members present: _____

Members absent: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this _____ day of _____, 2018.

By _____
Its _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE _____ (the Governing Body) OF CASCADE COUNTY (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 3.15% per annum through February 15, 2019 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Trustee shall mean U.S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$2,000,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$2,000,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 3.15% per annum through February 15, 2019 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the _____ this _____ day of _____
_____, 2018.

By _____
Its _____

Attest:

By _____
Its _____

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CASCADE COUNTY

as Borrower

DATE OF AGREEMENT: December 7, 2018

LOAN AMOUNT: TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)

ADDRESS OF BORROWER: Cascade County
325 2nd Avenue North
Great Falls, MT 59401

CONTACT PERSON OF BORROWER:

NAME	Mary K. Embleton
TITLE	Budget Officer/Grants Coordinator
TELEPHONE	(406) 454-6731
E-MAIL	membleton@cascadecountymt.gov

ALTERNATE CONTACT PERSON

NAME	Rina Fontana Moore
TITLE	Clerk/Recorder
TELEPHONE	(406) 454-6804
E-MAIL	rmoore@cascadecountymt.gov

STATUTORY AUTHORITY FOR BORROWING: 7-7-2201, 7-7-2101, 7-7-2402, MCA

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This Loan Agreement (the "Agreement") dated as of December 7, 2018, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and Cascade County ("the Borrower"), a political subdivision of the State of Montana organized under the laws of the State of Montana;

WITNESSETH:

WHEREAS, pursuant to Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated (the "Act") and in accordance with the Indenture of Trust, dated as of March 1, 1991, between the Board and U.S. Bank National Association (formerly known as First Trust Company of Montana National Association) (the "Trustee"), has established its INTERCAP Revolving Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "Bonds"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, to provide temporary financing of projects or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$2,000,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Indenture.

"Act" means Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Interest Rate" shall mean the interest rate on the Loan determined and established pursuant to the Promissory Note hereto and the Loan Agreement or Bond Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Bonds" means the Board of Investments of the State of Montana's Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) authorized to be issued for the Program.

"Borrower" means Cascade County, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means 7-7-2201, 7-7-2101, 7-7-2402, the section of Montana Code Annotated that authorizes an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve and all amendments and supplements thereto.

"Commencement Date" means December 7, 2018, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money or any board, agency, or department of the state, or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning on July 1 and ending June 30.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Indenture" means that certain Indenture of Trust, dated as of March 1, 1991, by and between the Board and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with its terms.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, if any, as originally executed or as they may from time to time be supplemented, modified or amended in accordance with the terms hereof and of the Indenture.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"Series Supplemental Indenture of Trust" means a Supplemental Indenture of Trust authorizing the issuance of an additional series of bonds in accordance with the provisions of the Indenture.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" shall mean the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" shall mean the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

"Trustee" means the U.S. Bank National Association (formerly known as First Trust Company of Montana National Association), a corporation organized and existing under the laws of the United States, or its successor as trustee as provided in the Indenture.

Section 1.02. Rules of Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender.

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

Description of the Project/Summary of Disbursements.
Borrower's Draw Certificate.
Promissory Note.
Opinion of Borrower's Counsel.
Certificate of Appropriation (if applicable).

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board, the Trustee and the Bondholders as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues; that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, and the Note, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement, and the Note:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement and, the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement, and the Note or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated.

(d) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the property constituting the Project prior to the security interest granted hereunder other than (i) any security interest or lien pursuant to a loan agreement, mortgage, deed of trust, indenture or similar financing agreement of the Borrower in force and effect as of the date of this Agreement which creates a security interest or lien in after-acquired property of the Borrower and which is approved in writing by the Board, (ii), any security interest, mortgage or deed of trust permitted in writing by the Trustee, or (iii) any security interest or lien imposed or arising by statute or operation of law.

(e) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan, the Note and this Agreement.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$2,000,000.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all of the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board and the Trustee, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such certified resolutions are acceptable to the Trustee;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such opinion is acceptable to the Trustee;

(c) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(d) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04 including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees to make Loan Repayments to the Trustee on each Loan Repayment Date to be calculated by the Trustee and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's bonds, as determined pursuant to Section 3.03 of the Indenture, plus up to 1.50% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the Bonds shall not exceed 15% per annum.

(d) Within thirty days of the Adjustment Date the Trustee shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

(e) Loan Repayments may be made by check, wire transfer, or Automatic Clearing House (ACH) of funds to the Trustee.

Section 5.02. Delinquent Loan Payments.

From and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on United States of America Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the Trustee pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of ten (10) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-420, as amended (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding the provisions of the Property Tax Limitation Act.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII hereof.

(b) The Borrower agrees to permit the Board and the Trustee to examine, visit and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may prepay the Loan in whole or in part upon giving 30 days prior written notice to the Board.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

ARTICLE XI. ASSIGNMENT.

Section 11.01. Assignment by Board or Trustee.

(a) The Borrower expressly acknowledges that all right, title and interest of the Board in and to this Agreement (except for the rights of the Board to indemnification pursuant to Section 13.08 hereof) and the Note have been assigned to the Trustee, as security for the Bonds, under and as provided in the Indenture, and that if any Event of Default shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Board. In addition, the Borrower acknowledges that the Board has appointed the Trustee as servicer entitled to act hereunder in the place and stead of the Board. This Agreement and the Note including (without limitation) the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce performance by the Borrower of its other obligations hereunder, may be further assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. Forthwith upon any such assignment the Trustee shall notify the Borrower thereof.

(b) The Borrower acknowledges that payment of the Bonds does not constitute payment of the amounts due under this Agreement.

Section 11.02. Assignment by Borrower.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Trustee and the Board.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Trustee that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days.

Section 12.02. Notice of Default.

The Borrower agrees to give the Trustee and the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01(d) shall have occurred, the Trustee shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee or the Board shall have the right to take any action permitted or required pursuant to the Indenture and shall take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys Fees and Other Expenses.

The Borrower shall on demand pay to the Board or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower upon an Event of Default.

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

No remedy herein conferred upon or reserved to the Board or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or five days after mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on the cover hereof and to the other parties at the following addresses:

- (1) Board: Montana Board of Investments
Attn: Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126
- (2) Trustee: U.S. Bank National Association
Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

Any of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications.

This Agreement may not be amended by the Board and the Borrower unless such amendment shall have been consented to in writing by the Trustee.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, unless otherwise provided by law or by rules, regulations or resolutions of the Board or unless delegated to the Trustee.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board and the Trustee, their respective officers, employees and agents, from and against any and all losses, claims, damages, liability or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees for attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from or in any way connected with the acquisition, construction, installation and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.

No member, officer, agent or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All of the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

Pam Nelson

By Pam Nelson
Its Bond Program Officer

WITNESS OR ATTEST:

CASCADE COUNTY

By Rina Fontana Moore
Its Clerk and Recorder

By Jane Weber
Its Commission Chair

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS
FOR
CASCADE COUNTY

<u>Description of Project</u>	<u>Allocated Amount of Loan</u>
1. Replace grandstands	\$2,000,000.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				Reserved Amount		\$2,000,000.00
2823-01	#1 above	\$2,000,000.00	12/7/2018	1,386,088.00	613,912.00	613,912.00

BORROWER'S DRAW CERTIFICATE NO. 1
FOR DISBURSEMENT OF FUNDS
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of Cascade County (the "Borrower") under the Loan Agreement, dated as of December 7, 2018 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and the subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Certificate with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown on the Borrower's Cash Advance Certificate and make payment to the entitled entity to receipt thereof as shown on said Certificate.

WITNESS my hand this 7th day of December, 2018.

CASCADE COUNTY

By Jane Weber
Its Commission Chair

ATTEST:

By Rina Fontana Moore
Its Clerk and Recorder

BORROWER'S CASH ADVANCE CERTIFICATE NO. 1

1. Closing Date for Loan: December 7, 2018
2. Cash Amount to be Advanced (wire): \$1,386,088.00
3. The Term Over Which the Loan Advance is to be Amortized:
December 7, 2018 through February 15, 2029 (ten years)
4. Items to be Financed (serial number, model):

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
Replace grandstands		\$ 1,386,088.00

SPECIAL INSTRUCTIONS:

- wire funds to: US Bank
ABA # 092900383
For Cr To Cascade County
Acct. #153910893277

PROMISSORY NOTE

FOR VALUE RECEIVED, Cascade County, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised by March 15 for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is February 15, 2029 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of December 7, 2018, between the Board and the Borrower (the "Loan Agreement"), and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. This Promissory Note has been assigned to the Trustee under the Indentures of the Program. Payments hereunder shall be made directly to the Trustee for the account of the Board pursuant to such assignment. Such assignment has been made as security for the payment of the Board of Investments' INTERCAP bonds. All of the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax receipts or collect sufficient revenues, as the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together

with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, Cascade County has caused this Promissory Note to be duly executed, attested and delivered, as of this 7th day of December, 2018.

CASCADE COUNTY

By Jane Weber
Its Commission Chair

(SEAL)

ATTEST:

By Rina Fontana Moore
Its Clerk and Recorder

Board of Investments of the State of Montana hereby assigns the foregoing Loan Agreement and Promissory Note to U.S. Bank National Association (formerly known as First Trust Company of Montana), as Trustee.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA

Pam Nelson
By Pam Nelson
Its Bond Program Officer

MONTANA BOARD OF INVESTMENTS
ANNUAL ADJUSTABLE RATE TENDER OPTION
MUNICIPAL FINANCE CONSOLIDATION ACT BONDS
(INTERCAP REVOLVING PROGRAM)

Municipality:	Cascade County	Final Payment:	February 15, 2029
Total Commitment:	\$2,000,000.00	Total # of Payments:	20
Total Draws to Date:	\$0.00	Draw Number:	2823 1
This Draw Down:	\$1,386,088.00	Date of this Draw:	December 7, 2018
Remaining Commitment:	\$613,912.00	Date of Loan Agreement:	December 7, 2018
Project:	Replace grandstands	Series:	2004

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
Beginning Balance					1,386,088.00	*please see comments
02/15/19	3.150%	70	8,373.49	0.00	1,386,088.00	8,373.49
08/15/19		181		59,680.41	1,326,407.59	
02/15/20		184		60,269.24	1,266,138.35	
08/15/20		182		61,499.16	1,204,639.19	
02/15/21		184		62,255.12	1,142,384.07	
08/15/21		181		63,487.20	1,078,896.87	
02/15/22		184		64,199.57	1,014,697.30	
08/15/22		181		65,481.74	949,215.56	
02/15/23		184		66,258.84	882,956.72	
08/15/23		181		67,539.60	815,417.12	
02/15/24		184		68,383.49	747,033.64	
08/15/24		182		69,630.38	677,403.26	
02/15/25		184		70,604.46	606,798.80	
08/15/25		181		71,853.34	534,945.46	
02/15/26		184		72,837.22	462,108.24	
08/15/26		181		74,113.48	387,994.76	
02/15/27		184		75,170.72	312,824.03	
08/15/27		181		76,445.38	236,378.65	
02/15/28		184		77,578.30	158,800.35	
08/15/28		182		78,844.43	79,955.92	
02/15/29		184		79,955.92	0.00	
				1,386,088.00		

COMMENTS:

Interest payments shown are actual payments that will be due. Interest payments shown from February 16, 2018 to February 15, 2019 are computed at 3.15 percent. After February 15, 2019 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance.

IMPORTANT: If payment is made by check, please send the enclosed amortization schedule(s) with check for proper credit. Please make sure that SpA Lockbox CM9695 is on both the check and envelope.

Please mail a copy of the amortization schedule with a check made payable to:

OR

Please wire funds to:

U.S. Bank Trust-SpA Lockbox CM9695
ATTN: Operations Center
1200 Energy Park Drive
St. Paul, MN 55108

U.S. Bank N.A. (Minneapolis)
ABA 091000022
FFC: U.S. Bank Trust N.A.
Account # 180121167365
Wire Clearing Account # 47300023
ATTN: 50364256/996103DKO
INTERCAP: Cascade County

CASCADE COUNTY

State of Montana

Telephone: (406) 454-6915 Criminal Department

(406) 454-6904 Civil Department

FAX: (406) 454-6949



Joshua A. Racki
County Attorney

121 Fourth Street North – Suite 2A
Great Falls, Montana 59401

December 7, 2018

Board of Investments
Of the State of Montana
2401 Colonial Drive, 3rd Floor
P.O. Box 200126
Helena, MT 59620-0126

U.S. Bank Trust National Association
Corporate Trust Services D-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

Ladies and Gentlemen:

I have served as legal counsel to Cascade County (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms herein which are defined in the Loan Agreement, dated as of December 7, 2018 (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other items, the following:

- i. the Borrower Act;
- ii. the Bond dated as of December 7, 2018, and executed by Borrower;
- iii. the Promissory Note (the "Note") dated as of December 7, 2018 and executed by the Borrower;
- iv. Resolution No. 18-_____ of the Borrower dated December ____, 2018 (the "Loan Agreement Resolution");
- v. the proceedings of the Borrower with respect to the due execution and delivery by Borrower of the Loan Agreement and Note (the "Program Documents"), and such certificates and other

CENTER OF MONTANA'S LIVESTOCK AND FARMING AREAS

documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower, and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as I have deemed necessary in giving this opinion.

- vi. Resolution of Intention to Create the District, affidavits of publication for such resolutions, resolutions to create the District, and such documents that the County prepares, executes, and notices for publication as are necessary for the valid creation of rural improvement districts, the construction of the improvements, and expenditure of funds.

Based on the foregoing, I am of the opinion that:

- a) Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the state of Montana with full legal right, power, and authority to enter into, execute, and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder;
- b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding, and enforceable against Borrower in accordance with its terms;
- c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding, and enforceable against Borrower in accordance with its terms;
- d) The Borrower has taken all action required to be taken by it to authorize the execution, delivery, and performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof;
- e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.
- f) All environmental permits necessary for the construction and continued operation of the Project have been obtained.
- g) No consent, approval, authorization, order, filing, registration, qualification, election, or referendum, of or by and person, organization, court, or governmental agency or public body whatsoever is required to be obtained by Borrower in connection with the execution, delivery, and performance of the Program Documents or the consummation of other transactions effected or contemplated thereby;
- h) The execution, delivery, and performance of the Program Documents, and compliance with the provisions thereof, will not conflict with or constitute a breach of, a violation of, or default under the Constitution of the State of Montana or any other existing law, charter, judgment, ordinance, administrative regulation, decree, order, or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a

default under any agreement, indenture, mortgage, lease, or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject; and

- i) The Program Documents executed by Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of Borrower according to their terms.

It is understood that the enforceability of the Program Documents may be limited by any applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement or creditors' rights.

JOSHUA A. RACKI
CASCADE COUNTY ATTORNEY

BY: _____
Carey Ann Haight, Deputy County Attorney

CERTIFICATE OF APPROPRIATION

The undersigned Treasurer hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of December 7, 2018, by and between Cascade County (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower has prepared its budget for the fiscal year 2019 and included in its budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2019.

Dated this 7th day of December, 2018.

CASCADE COUNTY

By Jamie Bailey

Its Treasurer

**PLEASE USE THESE FORMS FOR REQUESTING
ADDITIONAL FUNDS FOR THIS LOAN.**

(please make more copies as needed)

INTERCAP PROGRAM DISBURSEMENT REQUEST FORM

CASCADE COUNTY

DISBURSEMENT REQUEST # _____

Amount Reserved: \$2,000,000.00

Project Description: Replace grandstands

Date Reserved: May 22, 2018

The undersigned, Authorized Representative of Cascade County (the "Borrower") under the Loan Agreement, dated as of December 7, 2018 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 of the Loan Agreement have been delivered;

2. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Disbursement Request Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

3. To my knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

4. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Disbursement Request with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.04 of the Loan Agreement the amount shown on the Borrower's Disbursement Request Certificate and make payment to the entitled entity to receipt thereof as shown on said Disbursement Request Certificate.

[to be filled out by BOI]

Closing Date _____

BORROWER'S DISBURSEMENT REQUEST CERTIFICATE NO. _____

INVOICES OR ARCHITECT'S/GENERAL CONTRACTORS CERTIFICATE OF COMPLETED WORK
MUST BE ATTACHED TO THIS REQUEST BEFORE FUNDS ARE DISBURSED.

<u>Project # / Description</u>	<u>Amount Allocated</u>
Replace grandstands	\$2,000,000.00

Promissory Note Dated: December 7, 2018

Maturity Date: February 15, 2029

Disbursement Instructions:

Wire funds to: US Bank
ABA #092900383
For Cr To Cascade County
Acct # 153910893277

Please describe the project being financed by this draw using the information provided above.

<u>#</u>	<u>Project Description</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated this _____ day of _____, 2018.

CASCADE COUNTY

By Jane Weber
Its Commission Chair